

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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:
PROFESSIONAL REAL ESTATE SERVICES, INC. :

Plaintiff, :

-against- :

LINCOLN PROPERTY COMPANY
COMMERCIAL, INC., :

Defendant. :
-----X

07 Civ. 7175 (AKH)

DISCLOSURES
PURSUANT TO
FED. R. CIV. P. 26(a)(1)

Plaintiff, Professional Real Estate Services, Inc. ("PRES"), by its
attorneys, Gage Spencer & Fleming LLP, hereby makes the following disclosures
pursuant to Fed. R. Civ. P. 26(a)(1):

A. The following individuals may have discoverable information that
PRES may use to support its claims.

- (1) **Mark Bennett**, Senior Vice President, c/o The PRES Companies,
4300 Von Karman Avenue, Newport Beach, California 92660.
- (2) **Kyle Olson**, Senior Associate, c/o The PRES Companies, 4300 Von
Karman Avenue, Newport Beach, California 92660.
- (3) **Glenn Olson**, Vice President, National Audubon Society, 765
University Avenue, #200, Sacramento, California 95825.

- (4) **Robert Perciasepe**, Chief Operating Officer, National Audubon Society, 700 Broadway, New York, New York 10003.

These witnesses have knowledge about the agreement that Defendant, Lincoln Property Company Commercial, Inc. ("LPCC"), entered into with PRES to jointly provide real estate services to the National Audubon Society ("NAS"), which is the subject of PRES' Complaint. PRES reserves the right to supplement this list.

B. PRES will soon produce copies of all documents, electronically stored information, and tangible things in its possession, custody or control that it may use to support its claims. PRES reserves its right to supplement its disclosure pursuant to Fed. R. Civ. P. 26(e).

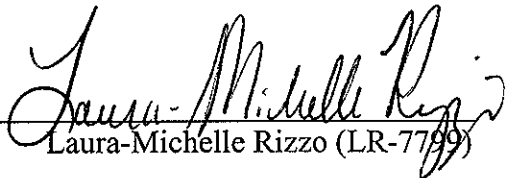
C. PRES' damages arise from LPCC's breach of an agreement it entered into with PRES to co-broker the sale of a building owned by NAS and to relocate NAS to a leased office space and split the commissions earned on each transaction equally. Contrary to its agreement with PRES -- and after PRES and LPCC jointly provided services to NAS pursuant to their agreement -- LPCC independently entered into an agreement to purchase the building from NAS itself. Also contrary to its agreement with PRES, LPCC independently entered into an agreement with NAS to relocate NAS to leased office space. Because PRES has not yet had the opportunity to obtain discovery from LPCC regarding the financial benefits that LPCC received by breaching its agreement with PRES and entering into independent agreements with NAS, PRES is not able to compute it's the equal share of benefits that is owed to it by LPCC at this time.

D. None.

PRES preserves the right to supplement any of these disclosures with additional information that may be obtained during the discovery process.

Dated: New York, New York
November 6, 2007

GAGE SPENCER & FLEMING LLP

By: 
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